

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
EASTERN DIVISION

NO. 4:10CR00007-001D

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CONSENT ORDER
	)	
JOEL KEITH SCALES,	)	
	)	
Defendant.	)	

The Court, upon consent of the parties, the United States of America ("United States") and Defendant Joel Keith Scales "Defendant", hereby ORDERS:

1. Defendant shall pay to the United States the total sum of \$500.00 per month, beginning in April, 2017. Said monthly payments shall begin in April, 2017 and will be due each month thereafter until the debt is either paid in full or monthly payments are re-evaluated by the U. S. Attorney's Office. Checks should be made payable to:

U. S. District Court

and mailed to:

P. O. Box 25670  
Raleigh, North Carolina 27611

2. Nothing in this Order prevents the United States from pursuing administrative offsets, including that by Internal Revenue Service, and the judgment defendant specifically consents

to the offset. Any payments received by the Court as a result of administrative offsets will be credited as a payment to the existing balance and will not be included as part of any periodic payments listed in this Order, nor will it affect the periodic payments.

3. Defendant agrees to list the following real property for sale and make every reasonable effort to sell the following property for reasonable market value within nine (9) months of the Effective Date of this Order:

- (a) 2123 E. twelfth Street, Winston Salem, NC 27101;
- (b) 1404-A&B Joel Drive, Greenville, NC 27834; and
- (c) 1409-A&B Joel Drive Greenville, NC 27834.

Provided the sale of the property is conducted in good faith and at reasonable market value by the Defendant, the United States will not withhold consent to any such sale acting in good faith to a third party bona fide purchaser. If the property is not sold by private sale within nine months of the Effective Date of this Order, Defendant shall, as soon as practicable but no later than thirty days from the expiration of the nine-month period, contract with Rogers Realty & Auction, Inc., located at 1310 EMS Drive in Mount Airy, North Carolina 27030, Telephone Number (336) 789-2926, for sale of the property at auction within six months thereafter. Any sale by auction shall not be for less than the mortgage indebtedness on the property. All net proceeds of the sale shall

be paid to the United States, along with an accounting of the sale. Prior to the closing of any sale of the property, the HUD Settlement Statement indicating the terms of the sale shall be provided to the United States Attorney's Office, Financial Litigation Unit, who must approve the HUD Settlement Statement prior to the completion of the real estate closing. All amounts received by the United States from the sale of the property shall be applied to Defendant's outstanding debt balance and will not be considered part of or reduce Defendants payments outlined in paragraph 1. The United States will release any prospective buyer from the lien on the property provided that the sale is to a bona fide third party purchaser for reasonable market value and the net proceeds from the sale are paid to the United States.

4. Should Defendant seek to refinance the property located at 15138 Memorial Tower Drive, Baton Rouge, LA 70810, the United States agrees to subordinate its lien, filed with the Clerk of Court in the East Baton Rouge Parish, Louisiana, under recoding number ORIG: 877, BNDL 12482 in order for Defendant to do so. Upon refinancing of said property, Defendant agrees to pay to the United States the difference between his original monthly payment and the new lower monthly payment. This amount will not be considered part of or reduce Defendant's payments outlined in paragraph 1. Defendant will provide all supporting documentation of the refinance to the United States, and the United States must

approve the HUD-1 Settlement Statement prior to closing.

5. Defendant will provide to the United States, by May 1, 2019:

a. An updated financial affidavit for Defendant and for any business Defendant owns, has an interest in, or participates in.


b. All bank account statements including deposits and checks from the Effective Date of this Order through the date of production.

c. A copy of Defendant's joint, or individual if filing separately, 2017 and 2018 state and federal tax returns and any tax returns for any businesses Defendant owns, has an interest in, or participates in, including all schedules and attachments.

Upon receipt and review of these records, the United States and Defendant will discuss what modifications, if any, should be made to the payment schedule set forth herein.

6. If Defendant defaults on any of his obligations under this Order, the United States may take whatever steps it is entitled to take pursuant to law to enforce the obligations of this Order or collect upon the outstanding debt owed by Defendant.

SO ORDERED this 28 day of March, 2017.

  
United States District Court Judge

WITH CONSENT:

/s/ Kenneth D. Bell  
KENNETH D. BELL  
Attorney for Defendant  
Joel Keith Scales

DATE: 03/28/2017

JOHN STUART BRUCE

/s/ Joshua B. Royster  
BY: JOSHUA B. ROYSTER  
Attorney for United States of America

DATE: 03/28/2017